Supplier Terms and Conditions: SAP Managed Services (AMS)

1. Governance and Order of Precedence

These Supplier Terms and Conditions govern the provision of SAP Managed Services by Scube Limited ("the Supplier") to the Buyer. These terms are supplemental to the G-Cloud 15 Framework Agreement and the Call-Off Contract. In the event of any conflict, the G-Cloud 15 Framework Agreement and Call-Off Contract shall take precedence, followed by these Supplier Terms.

2. Service Provision and Scope

2.1 Technical and Functional Scope

The Supplier shall provide SAP Application Managed Services (AMS) as defined in the Service Definition and the specific Statement of Work (SOW). Support is provided for the SAP software versions and modules explicitly listed in the Order Form.

2.2 Reasonable Endeavours

While the Supplier will use all reasonable endeavours to resolve incidents within the target Service Level Agreement (SLA) timeframes, the Buyer acknowledges that resolution times for complex SAP issues may be dependent on the support and software responses provided by SAP SE (via SAP Note/OSS incidents).

3. Buyer Dependencies

The provision of services is strictly conditional upon the Buyer fulfilling the following dependencies:

- **System Access:** Providing the Supplier with secure, stable, and timely remote access (e.g., VPN, RDP, or Jump-box) to the relevant SAP landscapes (Development, QA, and Production).
- **Licensing:** The Buyer remains responsible for maintaining all necessary SAP software licenses and third-party cloud hosting subscriptions (e.g., SAP RISE, Azure, or AWS).
- **Internal Experts:** Providing access to Business Process Owners and internal IT staff to assist with the triage of complex functional requirements.

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4. Resource Model and Personnel

4.1 Hybrid Delivery

The Supplier utilizes a hybrid delivery model. Strategic oversight and security-cleared tasks will be performed by UK-based consultants. Routine technical tasks may be performed by offshore resources to ensure cost-efficiency.

4.2 Security Clearances

The Supplier will ensure that UK-based staff hold the level of clearance (BPSS or SC) specified in the Order Form. The Buyer acknowledges that offshore resources do not hold UK National Security Clearances and will be restricted to non-sensitive technical environments.

5. Financial Terms

5.1 Invoicing and Payment

Monthly fixed-fee retainers are invoiced monthly in arrears. Ad-hoc work exceeding the retainer will be billed according to the SFIA Rate Card.

5.2 Unused Hours (Rollover)

As an SME-specific benefit, the Buyer may roll over up to twenty percent (20%) of unused monthly retainer hours into the following month. Any hours not used by the end of the subsequent month will be forfeited and are non-refundable.

6. Service Termination and Exit

6.1 Termination Notice

Unless otherwise stated in the Call-Off Contract, the notice period for termination without cause shall be thirty (30) days.

6.2 Exit Assistance

Upon termination, the Supplier will provide exit assistance to ensure a smooth transition to an alternative provider. This includes the handover of support documentation and logs generated during the term. Significant data migration or extensive knowledge transfer exceeding five (5) working days will be subject to a separate Statement of Work at SFIA rates.

7. Intellectual Property and Data

7.1 Ownership

The Buyer retains ownership of all Buyer Data. The Supplier retains ownership of its pre-existing intellectual property, methodologies, and support templates used to deliver the service.

7.2 Data Processing

All data processing shall be conducted in accordance with the Data Processing Agreement (DPA) and the UK GDPR. No Buyer data shall be transferred offshore without the express written consent of the Buyer.

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